

THE HONORABLE RICARDO S. MARTINEZ

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

ARGONAUT INSURANCE COMPANY, an
Illinois corporation,

Plaintiff,

v.

SEATTLE LAKES CRUISES, LLC, a
Washington limited liability company,

Defendant.

IN LAW AND ADMIRALTY

Case No. 2:21-cv-00606-RSM

**ORDER GRANTING PLAINTIFF'S
MOTION FOR DEFAULT JUDGMENT**

Before the Court is Plaintiff Argonaut Insurance Company's ("Argonaut") motion for default judgment. The Court has considered the following:

- Argonaut's Complaint for Declaratory Judgment (Dkt. #1);
- The Argonaut policies, renewal certificates, and endorsements at issue, specifically Argonaut Policy Nos. KDH-1001-W16, KDH-1001-W17, KDH-1001-W18, and KDH-1001-W19. *See* Dkt. # 1-3, Dkt. # 1-4, Dkt. # 1-5, Dkt. # 1-6, Dkt. # 1-7, Dkt. # 1-8, Dkt. # 1-9, Dkt. # 1-10, and Dkt. # 1-11;

- 1 • The Complaints filed by West Star Yacht, LLC (“West Star Yacht”) against Seattle Lakes
- 2 Cruises, LLC (“Seattle Lakes Cruises”) in *West Star Yacht, LLC v. Seattle Lakes Cruises,*
- 3 *LLC*. See Dkt. # 1-1, Dkt. # 1-2; *West Star Yacht, LLC v. Seattle Lakes Cruises, LLC*,
- 4 W.D. Wash. No. 2:21-cv-00223-RSM, at Dkt. # 64;
- 5 • Argonaut’s Motion for Default Judgment, and the pleadings and papers on file with
- 6 the court referenced therein; and
- 7 • The applicable law.

8 Argonaut’s Motion for Default Judgment is unopposed. See Dkt. Being fully advised, the
9 Court GRANTS Argonaut’s motion.

10 Obtaining a default judgment is a two-step process. First, if a party fails to appear,
11 the clerk must enter that party's default. Fed. R. Civ. P. 55(a). In this case, the clerk already
12 entered Seattle Lakes Cruises’ default. Dkt. # 10. Second, upon a party's request or motion,
13 the court may grant default judgment. Fed. R. Civ. P. 55(b)(2); see *Aldabe v. Aldabe*, 616
14 F.2d 1089, 1092 (9th Cir. 1980). Default judgment is appropriate if the well pleaded factual
15 allegations of the complaint are sufficient to establish a plaintiff's entitlement to a judgment
16 under the applicable law. *Progressive Direct Ins. Co. v. Rueger*, 2020 U.S. Dist. LEXIS
17 101745, *5, 2020 WL 3077148 (W.D. Wash. 2020). To determine the plaintiff's entitlement
18 to judgment, "[t]he court must accept all well-pled allegations of the complaint as established
19 fact, except allegations related to the amount of damages." *UN4 Prods., Inc. v. Primozich*,
20 372 F. Supp. 3d 1129, 1133 (W.D. Wash. 2019) (citing *TeleVideo Sys., Inc. v. Heidenthal*,
21 826 F.2d 915, 917-18 (9th Cir. 1987)). If the complaint is sufficient, the court decides
22 whether to grant default judgment by considering the seven factors set forth in *Eitel v.*
23

1 *McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). *Rueger*, 2020 U.S. Dist. LEXIS 101745,
 2 *6.

3 The facts alleged in Argonaut's Complaint establish Argonaut's entitlement to a
 4 declaratory judgment in its favor; Argonaut's Complaint establishes Argonaut Policy Nos.
 5 KDH-1001-W16, KDH-1001-W17, KDH-1001-W18, and KDH-1001-W19 do not obligate
 6 Argonaut to defend or indemnify Seattle Lakes Cruises in the lawsuit filed against Seattle Lakes
 7 Cruises by West Star Yacht (currently pending as *West Star Yacht, LLC v. Seattle Lakes*
 8 *Cruises, LLC*, W.D. Wash. No. 2:21-cv-00223-RSM). Additionally, the majority of the *Eitel*
 9 factors¹ weigh in favor of a default judgment in Argonaut's favor. Accordingly, the Court
 10 GRANTS Argonaut's motion for default judgment against Seattle Lakes Cruises. The Court
 11 hereby enters a DECLARATORY JUDGMENT that Argonaut does not owe Seattle Lakes
 12 Cruises defense or indemnity for the claims made against Seattle Lakes Cruises by West Star
 13 Yacht in the Underlying Action under Argonaut Policy Nos. KDH-1001-W16, KDH-1001-
 14 W17, KDH-1001-W18, and KDH-1001-W19.

15 DATED this 16th day of September, 2021

17 

18 RICARDO S. MARTINEZ
 19 CHIEF UNITED STATES DISTRICT JUDGE

22 _____
 23 ¹ The *Eitel* factors are (1) the possibility of prejudice to the plaintiff; (2) the merits of the plaintiff's substantive claim; (3) the sufficiency of the complaint; (4) the sum of money at stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect; and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

1 *Proposed order presented by:*

2 /s/ Carey M.E. Gephart

3 CAREY M.E. GEPHART, WSBA # 37106

4 /s/Nathan J. Beard

5 NATHAN J. BEARD, WSBA # 45632

6 LEGROS BUCHANAN & PAUL

7 4025 Delridge Way S.W., Suite 500

8 Seattle, Washington 98106

9 Telephone: 206-623-4990

10 Facsimile: 206-467-4828

11 Email: cgephart@legros.com

12 nbeard@legros.com

13 Attorneys for Plaintiff Argonaut Insurance Company